



REQUEST FOR PROPOSAL (RFP)

Disaster Debris Removal Management and Monitoring Services

RFP Number:	<u>11-0802</u>	Contracting Officer:	<u>Roseann Johnson</u>
Proposal Due Date:	<u>March 9, 2011</u>	Pre-Proposal Conference Date:	<u>Not applicable</u>
Proposal Due Time:	<u>3:00 pm</u>	RFP Issue Date:	<u>February 11, 2011</u>

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SPECIFIC SOLICITATION REQUIREMENTS ARE AS NOTED BELOW:	
Proposal and/or Performance Bond:	Not Applicable
Certificate of Competency/License:	See Section 1.19
Indemnification/Insurance:	See Section 1.8
Pre-Proposal Conference/Walk-Thru:	Not Applicable

At the date and time specified above, all proposals that have been received in a timely manner will be opened, recorded, and accepted for consideration. The names of the vendors submitting proposals will be read aloud and recorded. The proposals will be available for inspection during normal business hours in the Office of Procurement Services within ten (10) working days after the due date. When counter-signed by an authorized County representative, this document and any specifically identified attachments may form the contract document binding the parties to all performance specified herein.

Vendors shall complete and return the entirety of this RFP, and attach all other information requested in this RFP (see Provision 1.13). Failure to sign the proposal response, or to submit the proposal response by the specified time and date, may be cause for rejection of the proposal.

NO-RESPONSE REPLY

If any vendor does not want to respond to this solicitation at this time, or, would like to be removed from Lake County's Vendor List, please mark the appropriate space, complete name below and return this page only.

- ☐ Not interested at this time; keep our firm on Lake County's Vendors List for future solicitations for this product / service
- ☐ Please remove our firm from Lake County's Vendor's List for this product / service.

VENDOR IDENTIFICATION-REQUIRED (PLEASE FILL IN)

Company Name:	_____	Phone Number:	_____
E-mail Address:	_____	Contact Person:	_____

Section 1.1: Purpose

The purpose of this solicitation is to retain a qualified consultant to furnish potential solutions to provide collection and debris site monitoring service(s) as well as coordinate and manage all storm debris management activities in Lake County in accordance with applicable regulations of the Federal Emergency Management Agency, Federal Highway Administration, Florida Department of Transportation, Florida Department of Health, Natural Resources Conservation Services, Lake County Water Authority, and the Florida Department of Environmental Protection in conjunction with the County's needs.

These acronyms shall be used hereafter throughout this solicitation:

FEMA	Federal Emergency Management Agency
FHWA	Federal Highway Administration
FDOT	Florida Department of Transportation
FDEP	Florida Department of Environmental Protection
FDH	Florida Department of Health
NRCS	Natural Resources Conservation Services
LCWA	Lake County Water Authority

Section 1.2: Designated Procurement Representative

Questions concerning any portion of this solicitation shall be directed in writing [fax and e-mail accepted] to the below named individual who shall be the official point of contact for this solicitation. Questions should be submitted no later than five (5) working days before the proposal due date.

Roseann Johnson, CPM, CPPB, Senior Contracting Officer
Lake County BCC
Office of Procurement Services
315 W. Main Street, Room 441
PO BOX 7800
Tavares, FL 32778-7800
Phone : 352.343.9839
Fax : 352.343.9473
E-mail: rjohnson@lakecountyfl.gov

No answers given in response to questions submitted shall be binding upon this solicitation unless released in writing as an addendum to the solicitation by the Lake County Department of Procurement Services.

Section 1.3: Method of Award – Considering Qualifications and Pricing

Award will be made to the vendor who submits the overall proposal that is judged to provide the best value to the County. A primary and a secondary vendor may be chosen. Proposals will be evaluated based upon the following criteria:

1. Experience Monitoring Debris Management Services at a minimum of fifteen (15) years and five (5) event monitoring jobs, three (3) of which must be over one (1) million cubic yards (considering job scope, service area, and amount of debris collected);
2. Reports from direct and indirect references;
3. Responsiveness and completeness of the written qualifications package to these instructions with regard to Scope of Services and qualifications of the firm;
4. Proposed Costs
5. Other relevant criteria;

Section 1.4: Pre-Proposal Conference

Not applicable for this Proposal

Section 1.5: Term of Contract - Upon Delivery

This contract shall be effective immediately following the date of execution by the County and remain in effect for thirty six (36) months. The contract prices resultant from this solicitation shall prevail for the full duration of the initial contract term unless otherwise indicated elsewhere in this document.

Section 1.6: Option to Renew for two (2) Additional One (1) Year Period(s) (With Price Adjustment)

Prior to, or upon completion, of the initial term of this contract, the County shall have the option to renew this contract for two (2) additional one (1) year period(s). Prior to completion of each exercised contract term, the County may consider an adjustment to price based on changes in the following pricing index as published by the U.S. Department of Labor, Bureau of Labor Statistics (<http://www.bls.gov>), Product, Wage, Earnings and Benefits Calculators. **It is the vendor's responsibility to request any pricing adjustment in writing under this provision.** The vendor's written request for adjustment should be submitted thirty (30) calendar days prior to expiration of the then current contract term. The vendor adjustment request must clearly substantiate the requested increase. The written request for adjustment should not be in excess of the relevant pricing index change. If no adjustment request is received from the vendor, the County will assume that the vendor has agreed that the optional term may be exercised without pricing adjustment. Any adjustment request received after the commencement of a new option period shall not be considered.

The County reserves the right to reject any written price adjustments submitted by the vendor and/or to not exercise any otherwise available option period based on such price adjustments. Continuation of the contract beyond the initial period, and any option subsequently exercised, is a County prerogative, and not a right of the vendor. This prerogative will be exercised only when such continuation is clearly in the best interest of the County.

Section 1.7: Method of Payment - Monthly Invoices

See Scope of Services. Failure to submit invoices in the prescribed manner will delay payment,

and the vendor may be considered in default of contract and its contract may be terminated. Payments shall be tendered in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes.

Section 1.8: Insurance

Each vendor shall include in its solicitation response package proof of insurance capabilities, including but not limited to, the following requirements: [This does not mean that the vendor must have the coverage prior to submittal, but, that the coverage must be in effect prior to a purchase order or contract being executed by the County.]

An original certificate of insurance, indicating that the awarded vendor has coverage in accordance with the requirements of this section, shall be furnished by the vendor to the Contracting Officer within five (5) working days of such request and must be received and accepted by the County prior to contract execution and/or before any work begins.

The vendor shall provide and maintain at all times during the term of any contract, without cost or expense to the County, policies of insurance, with a company or companies authorized to do business in the State of Florida, and which are acceptable to the County, insuring the vendor against any and all claims, demands or causes of action whatsoever, for injuries received or damage to property relating to the performance of duties, services and/or obligations of the vendor under the terms and provisions of the contract. The vendor is responsible for timely provision of certificate(s) of insurance to the County at the certificate holder address evidencing conformance with the contract requirements at all times throughout the term of the contract.

Such policies of insurance, and confirming certificates of insurance, shall insure the vendor is in accordance with the following minimum limits:

General Liability insurance on forms no more restrictive than the latest edition of the Occurrence Form Commercial General Liability policy (CG 00 01) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

Each Occurrence/General Aggregate	\$1,000,000/2,000,000
Products-Completed Operations	\$2,000,000
Personal & Adv. Injury	\$1,000,000
Fire Damage	\$50,000
Medical Expense	\$5,000
Contractual Liability	Included

Automobile liability insurance, including owned, non-owned, and hired autos with the following minimum limits and coverage:

Combined Single Limit	\$1,000,000
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Workers' compensation insurance based on proper reporting of classification codes and payroll

amounts in accordance with Chapter 440, Florida Statutes, and/or any other applicable law requiring workers' compensation (Federal, maritime, etc). If not required by law to maintain workers compensation insurance, the vendor must provide a notarized statement that if he or she is injured; he or she will not hold the County responsible for any payment or compensation. Employers Liability insurance with the following minimum limits and coverage:

Each Accident	\$1,000,000
Disease-Each Employee	\$1,000,000
Disease-Policy Limit	\$1,000,000

Professional liability and/or specialty insurance (medical malpractice, engineers, architect, consultant, environmental, pollution, errors and omissions, etc.) insurance as applicable, with minimum limits of \$1,000,000 and annual aggregate of \$2,000,000.

The following additional coverage must be provided if a dollar value is inserted below:

Loss of Use at coverage value: \$ _____
 Garage Keepers Liability at coverage value: \$ _____

Lake County, a Political Subdivision of the State of Florida, and the Board of County Commissioners, shall be named as additional insured as their interest may appear on all applicable liability insurance policies.

The certificate(s) of insurance shall provide for a minimum of thirty (30) days prior written notice to the County of any change, cancellation, or nonrenewal of the provided insurance. It is the vendor's specific responsibility to ensure that any such notice is provided within the stated timeframe to the certificate holder.

Certificate(s) of insurance shall identify the applicable solicitation (ITB/RFP/RFQ) number in the Description of Operations section of the Certificate.

Certificate holder shall be:

LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF
 FLORIDA, AND THE BOARD OF COUNTY COMMISSIONERS.
 P.O. BOX 7800
 TAVARES, FL 32778-7800

Certificates of insurance shall evidence a waiver of subrogation in favor of the County, that coverage shall be primary and noncontributory, and that each evidenced policy includes a Cross Liability or Severability of Interests provision, with no requirement of premium payment by the County.

The Vendor shall be responsible for subcontractors and their insurance. Subcontractors are to provide certificates of insurance to the prime vendor evidencing coverage and terms in accordance with the Vendor's requirements.

All self-insured retentions shall appear on the certificate(s) and shall be subject to approval by the County. At the option of the County, the insurer shall reduce or eliminate such self-insured retentions or the vendor or subcontractor shall be required to procure a bond guaranteeing payment of losses and related claims expenses.

The County shall be exempt from, and in no way liable for, any sums of money, which may represent a deductible or self-insured retention in any insurance policy. The payment of such deductible or self-insured retention shall be the sole responsibility of the vendor and/or subcontractor providing such insurance.

Failure to obtain and maintain such insurance as set out above will be considered a breach of contract and may result in termination of the contract for default.

Neither approval by the County of any insurance supplied by the vendor or Subcontractor(s), nor a failure to disapprove that insurance, shall relieve the vendor or Subcontractor(s) of full responsibility for liability, damages, and accidents as set forth herein.

Section 1.9: Bonds

Not applicable for this Proposal

Section 1.10: Delivery

Not Applicable for this Proposal

Section 1.11: Acceptance of Services

The services rendered as a result of an award from this solicitation shall not be deemed complete, until accepted by the County and shall be in compliance with the terms herein, fully in accord with the specifications and of the highest quality.

In the event that the service does not conform to the specifications, the County reserves the right to terminate the contract and will not be responsible to pay for any such service.

Section 1.12: Warranty

Not applicable for this Proposal

Section 1.13 Deliveries of Solicitation Response

Unless a package is delivered by the vendor in person, all incoming mail from the U.S. Postal Service and any package delivered by a third party delivery organization (FedEx, UPS, DHL, private courier, etc.) will be opened for security and contamination inspection by the Lake County Clerk of the Circuit Court Mail Receiving Center in an off-site secure controlled facility prior to delivery to any Lake County Government facility, which includes the Lake County Department of Procurement Services.

To be considered for award, a bid or proposal must be received and accepted in the Procurement Services Office prior to the date and time established within the solicitation. Allow sufficient time for transportation and inspection.

Each package shall be clearly marked with the applicable solicitation number, title, and company name. Ensure that your bid or proposal is securely sealed in an opaque envelope/ package to provide confidentiality of the bid or proposal prior to the due date for the solicitation.

If you plan on submitting your bid or proposal **IN PERSON**, please bring it to:

LAKE COUNTY PROCUREMENT SERVICES
315 W. MAIN STREET
4TH FLOOR, ROOM 441
TAVARES, FLORIDA

If you submit your bid or proposal by the **UNITED STATES POSTAL SERVICE, (USPS)** please mail it to:

LAKE COUNTY PROCUREMENT SERVICES
PO BOX 7800
TAVARES, FL 32778-7800

If you submit your bid or proposal by a **THIRD PARTY CARRIER** such as FedEx, UPS, or a private courier, please send it to:

LAKE COUNTY PROCUREMENT SERVICES
MAIL RECEIVING CENTER
32400 COUNTY ROAD 473
LEESBURG, FL 34788

Facsimile (fax) or electronic submissions (e-mail) will not be accepted.

Section 1.14: Completion Requirements for Request for Proposal (RFP)

The original proposal and five (5) complete copies of the proposal submitted by the vendor shall be sealed and delivered to the Office of Procurement Services no later than the official proposal due date and time. Any proposal received after this time will not be considered and will be returned unopened to the submitter. The County is not liable or responsible for any costs incurred by any vendor in responding to this RFP including, without limitation, costs for product and/or service demonstrations if requested. When you submit your proposal, you are making a binding offer to the County.

Each proposal shall be prepared simply and economically, providing a straightforward, concise description of the proposer's capabilities to satisfy the conditions and requirements of this RFP. Fancy bindings, colored displays, and promotional material are not desired. Emphasis in each proposal must be on completeness and clarity of content. The County emphasizes that the

proposer concentrate on accuracy, completeness, and clarity of content.

To facilitate analysis of its proposal, the proposer shall prepare its proposal in accordance with the instructions outlined in this section. If the proposal deviates from these instructions, such proposal may, in the County's sole discretion, be rejected.

Page Size and Format: Page size shall be 8.5 x 11 inches, not including foldouts. The text size shall be 11 point or larger.

Section 1.14.1 Proposal Submittal

The following items shall be included and submitted with your proposal:

- | | |
|--------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Tab A. | RFP Coversheet completed. |
| Tab B. | <p>Statement of Interest – to be submitted on the firm's letterhead and include the following:</p> <ol style="list-style-type: none">1. Concisely state the firm's understanding of the services required by the County.2. Include additional relevant information not requested elsewhere in the RFP.3. The signature on the statement shall be that of a person authorized to represent and bind the firm.4. Acknowledgement of Addenda (if any).5. Years in business (at least fifteen (15) years) |
| Tab C. | <p>Firm Profile Form (copy attached). Attach proof of license to practice in Florida.</p> <p>Have you ever been terminated for performance or any other issues? If so, please describe the issues and the resulting actions.</p> |
| Tab D. | Team Composition Form (copy attached). Complete one (1) form for each key person proposed to be assigned to this project. Brief resumes may also be attached in addition to completing the form. |
| Tab E. | Similar Projects Form (copy attached). Reference similar work efforts (at least five (5) verifiable, three (3) of which must be over one (1) million cubic yards performed by your firm within the last three (3) years, to other public sector organizations in the State of Florida; County entities preferred. Examples should best illustrate current qualifications relevant to this project. (Make copies of this form as needed.) |
| Tab F. | Pricing/Certifications/Signature Forms. Complete Section 4 Forms attached. |

- Tab G. Proof of Insurance. Provide either a completed Accord form or a signed letter from your insurance agency on its letterhead stating that you have or can get the required insurance coverage.
- Tab H. Sub-Contractors. Provide a list of any proposed sub-contractors or joint venture arrangements that may be used on the project.
- Tab I. Financial Stability. Each proposer shall certify and provide a statement that it is financially stable and have the necessary resources, human and financial, to provide the services at the level required by County. Each proposer shall be prepared to supply a financial statement upon request. If a subcontractor or joint venture arrangement is being proposed, provide similar information for those participants in the proposal. Provide clear and succinct information that will provide insight to the County about the financial qualifications, fitness and stability of the proposer.

Section 1.15: Key Contractor Personnel

In submitting a proposal, the Proposer is representing that each person listed or referenced in the proposal shall be available to perform the services described for the Lake County Board of County Commissioners, barring illness, accident, or other unforeseeable events of a similar nature in which case the Proposer must be able to promptly provide a qualified replacement. In the event the Proposer wishes to substitute personnel, the Proposer shall propose a person with equal or higher qualifications and each replacement person is subject to prior written County approval. In the event the requested substitute person is not satisfactory to the County and the matter cannot be resolved to the satisfaction of the County, the County reserves the right to cancel the contract for cause.

Section 1.16 Public Records/ Copyrights

All electronic files, audio and/or video recordings, and all papers pertaining to any activity performed by the contractor for or on behalf of the County shall be the property of the County and will be turned over to the County upon request. In accordance with Chapter 119, Florida Statutes, each file and all papers pertaining to any activities performed for or on behalf of the County are public records available for inspection by any person even if the file or paper resides in the contractor's office or facility. The vendor shall maintain the files and papers for not less than three (3) complete calendar years after the project has been completed or terminated, or in accordance with any grant requirements, whichever is longer. Prior to the close out of the contract, the contractor shall appoint a records custodian to handle any records request and provide the custodian's name and telephone number(s) to the Contracting Officer.

Any copyright derived from any agreement derived from this solicitation shall belong to the author. The author and the contractor shall expressly assign to the County nonexclusive, royalty free rights to use any and all information provided by the contractor in any deliverable and/or report for the County's use which may include publishing in County documents and distribution

as the County deems to be in the County's best interests. If anything included in any deliverable limits the rights of the County to use the information, the deliverable shall be considered defective and not acceptable and the contractor will not be eligible for any compensation.

Section 1.17: Special Notice to Vendors Regarding Federal Requirements

This purchase action is being supported in whole or in part by Federal funding. Therefore, this solicitation and any resulting contract include provisions related to various specific federal requirements. Detailed review of all terms and conditions included in this solicitation is strongly encouraged to ensure that full compliance with all contractual requirements is considered during the solicitation response process.

Section 1.18: Additional Services

Although this proposal identifies specific services, it is hereby agreed and understood services not specifically identified in any contract derived from this request may be added to the contract upon mutual consent of the contracting parties.

Section 1.19: Certificate of Competency/Licensure, Permits, and Fees

Any person, firm, corporation or joint venture that submits an offer in response to a County solicitation shall, at the time of such offer, hold a valid Certificate of Competency or appropriate current license issued by the State or County Examining Board qualifying said person, firm, corporation or joint venture to perform the work proposed. If work for other trades is required in conjunction with this solicitation and will be performed by a sub-contractor(s) or vendor(s) hired by the prime/responding vendor, an applicable Certificate of Competency/license issued to the sub-contractor(s)/hired vendor(s) shall be submitted with the prime/responding vendor's offer; provided, however, that the County may at its option and in its best interest allow the prime/responding vendor to supply the sub contractor(s)/hired vendor(s) certificate/license to the County during the offer evaluation period. The prime/responding vendor is responsible to ensure that all required licenses, permits, and fees (to include any inspection fees) required for this project are obtained and paid for, and shall comply with all laws, ordinances, regulations, and building or other code requirements applicable to the work contemplated herein. Damages, penalties, and/or fines imposed on the County or the vendor for failure to obtain required licenses, permits, inspection or other fees, or inspections shall be borne by the vendor.

Section 1.20: Omission from the Specifications

The apparent silence of this specification and any addendum regarding any details, or the omission from the specification of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail, and that only materials and workmanship of first quality are to be used. All interpretations of this specification shall be made upon the basis of this agreement

Section 1.21: Protection of Property

All existing structures, utilities, services, roads, trees, shrubbery, and property in which the

County has an interest shall be protected against damage or interrupted services at all times by the vendor during the term of this contract; and the vendor shall be held responsible for repairing or replacing property to the satisfaction of the County which is damaged by reason of the vendor's operation on the property. In the event the vendor fails to comply with these requirements, the County reserves the right to secure the required services and charge the costs of such services back to the vendor.

Section 1.22: Presentations/ Discussions After Initial Response

A. The County, at its sole discretion, may ask any proposer to make an oral presentation and/or product / service demonstration without charge to the County. The County reserves the right to require any proposer to demonstrate to the satisfaction of the County that the proposer has the fiscal and technical ability to furnish the service(s) or product(s) as proposed. The demonstration must satisfy the County, and the County shall be the sole judge of compliance.

B. The County may commence contract negotiations in accordance with the Method of Award provision specified elsewhere within this RFP. The County reserves the right to conduct discussions with any proposer(s) which have a realistic possibility of contract award to include any request for additional information, and any request for "best and final" offers.

C. Proposers are cautioned not to assume that they will be asked to make a presentation or asked for a "best and final" offer and should include all pertinent and required information in their original proposal package.

Section 1.23: Training Courses to be Provided

The vendor shall provide an intensive training program for their services supplied if required for the projects in conjunction with this solicitation. The vendor shall bear all costs of registration fees and manuals and texts, or other instructional materials associated with the required training.

SCOPE OF SERVICES

The consultant shall be responsible for the overall monitoring of debris contractors. This includes monitoring the progress of recovery contractor(s), and suggesting/implementing recommendations to improve efficiency and to speed up recovery work. The consultant may also be involved in the selection of a debris hauler proposal. This consultant shall coordinate with the disaster debris contractor a collection routing plan to insure a well-managed, organized approach to debris collection and shall recommend the routing plan for approval by the County; only County township maps will be used for all debris planning and logistics.

The consultant shall appoint a project manager for the overall coordination and communication with the County. Should the project manager not be located on-site at all times an operations manager shall be assigned by the consultant. This operations manager shall remain on the job at all times it is operational.

An independent temporary field office for the monitoring staff shall be provided by the consultant. The office shall include telephone, computer, copier and fax. Designated parking spaces at the office location for the monitoring staff shall be required. All County parking spaces are reserved for County personnel only.

Examples of project management/process oversight tasks include but are not limited to:

- a. Coordinate daily briefings, work progress, staff and other key items with the County.
- b. Provide assistance with scheduling, dispatching and logistical operations of the field inspectors assigned to work areas of storm debris clean up.
- c. Hiring, training, deploying and supervising inspectors.
- d. Establishing a schedule for the inspectors each day.
- e. Monitoring and recording the measurement (cubic yards) of each vehicle in service.
- f. Determining vehicle monitoring assignments and providing the necessary vehicle decals for debris collection vehicles for identification and tracking. Decals should be large enough to accommodate a minimum of 4" high letters and placed in a visible location for tower monitoring.
- g. Tracking and coordinating with County personnel to respond to problems in the field, citizens complaints, and to include commercial or residential property damage claims as a result of debris removal.
- h. Conducting end of day duties and verifying all vehicles have left the disposal site at the specified time established by the County.
- i. Record the streets and locations where debris was collected. Maps are to be posted daily in a central location at the County and updated by 10:00 AM of each business day of the progress from previous the previous day(s) work.
- j. Schedule work for all team members and contractors on a daily basis.
- k. Scheduling and managing field staff.
- l. Conduct all safety inspections on a regular, predetermined and random basis. Ensure the appropriate frequency of oversight is performed for all work crews, vehicles and locations.
- m. Scheduling and conducting periodic meetings with field staff and contractors.

- n. Monitor contract(s) for compliance by the debris removal contractor(s).

Collection Monitoring

In order to obtain FEMA or FHWA reimbursement all loads must be monitored in the field by collection monitors. The consultant shall establish an accurate and complete load ticket process and provide collection monitors-staff to record required FEMA or FHWA data. The consultant shall train collection monitors to assure proper FEMA or FHWA documentation protocol requirements are instituted and followed.

Consultant shall provide a field quality control team consisting of one monitor per recovery crew and at least one field supervisor for every seven monitors unless otherwise approved by the County. Should the consultant wish to utilize less than the specified field staffing, a detailed plan should be submitted to the County for review. This plan should outline areas for such a reduction of staff as well as a description of how recovery crews shall be monitored to meet FEMA or FHWA guidelines and provide adequate fraud protection for the County. Upon submission of this plan, the County will review the plan with FEMA or FHWA and provide an approval or denial of this request. This team will monitor the recovery contracts for contract compliance, efficiency and regulatory compliance. The team shall provide daily feedback to the County through their management team. All field team members shall be equipped with the state-of-the-art technology, which shall include cameras, computers, communication devices, and other equipment as deemed necessary and/or appropriate.

Examples of collection monitoring tasks include but are not limited to:

- 1) Verification that all debris picked up is a direct result of the disaster;
- 2) Verification that the contractor is working in their assigned contract areas;
- 3) Stopping work in progress that is not being performed or documented in the appropriate manner. Such work should be noted for nonpayment;
- 4) Inspecting work in progress to ensure that removal efforts include debris of the proper type in the proper areas;
- 5) Ensuring compliance with contracts by all subcontractors;
- 6) Maintain all photo documentation of recovery work on a daily basis. All photos presented shall show the description in detail of hanger, stumps and leaner removal. The team shall photograph every stump and leaner removed as well as a random sample of hanger removal activities;
- 7) Ensure that contractor is working in compliance with all federal, state, local safety regulations appropriate for the task being performed.

Load Tickets Process Development

The consultant shall establish a load ticket process and forms to be provided to collection monitor staff for recording of FEMA or FHWA data. Load tickets should consist of multiple copied pages. The consultant shall retain original completed tickets on behalf of the County. Additionally, the consultant, vehicle driver, the subcontractor, and the contractor shall also receive copies of completed load tickets. Original tickets retained by the consultant on behalf of the County shall be turned over to the County upon completion of the project.

Load tickets shall include the following minimum information:

- Date
- Time
- Designation of “Push”, first pass, second pass and subsequent passes
- Map Page (Debris Zone)
- Section Number
- Complete Street Address of Closest Property
- Nearest Cross Streets
- Type of Debris
- Vehicle number
- Percent of volume full
- Driver name (printed) and signature
- Field monitor’s name (printed) and signature
- Name of sub-contractor
- Tower monitor’s name (printed) and signature

Disposal Site Monitoring

All debris collected and disposed of and certification of collection vehicles must be monitored and documented by the disposal site monitors.

The consultant shall provide disposal site monitors and spotters to observe unloading operation at the County’s designated disposal sites. A minimum of two disposal site monitors are required per debris site. These staff members in conjunction with the project management team shall coordinate the logistics of the disposal site to ensure efficient traffic flow and proper handling of load tickets that record FEMA or FHWA data (such as vehicle fullness, type of waste, etc.). The consultant shall observe all vehicles entering and exiting the disposal site, ensuring all vehicles are in good repair and safe with secure side boards and have a tailgate. No vehicles will be allowed to enter the disposal site without a tailgate. Disposal site monitors shall also provide verification that all debris reduction and disposal sites have access control and security. Any household hazardous waste shall be collected at the curbside by the County’s Household Hazardous Waste Contractor through the FEMA/FHWA certification process and tracking system.

The consultant shall, through the disposal site monitoring effort, measure each vehicle that will be picking up debris for volume and certify its capacity. This vehicle shall be monitored to

determine fullness, type of waste, and point of origin. This certification process includes developing certification forms and documents to accurately measure the cubic yard volume to the nearest cubic yard of each vehicle. These forms shall show at a minimum the following

- a. Length
- b. Width
- c. Depth
- d. Gross volume in cubic yards
- e. Reduction areas such as wheel wells to reduce volume areas in cubic yards
- f. Net volume in cubic yards
- g. Tag number of vehicle
- h. Company vehicle number
- i. Driver of vehicle name (printed) and signature
- j. Disposal site monitor name (printed) and signature certifying vehicle
- k. Date

All debris hauling vehicles shall be certified prior to performing debris removal. The disposal monitor shall complete a certification on each vehicle. In addition to certifying the vehicle with the forms, photographs shall be taken of each vehicle showing the vehicle number and type of vehicle. These photographs shall be attached with the certification. Original copies of these certifications including photographs shall be retained by the consultant on behalf of the County (to be returned to the County upon project completion). Additional copies shall be provided to the debris removal contractor, the vehicle driver, and the consultant. Once these vehicles are certified, all volumes shall be electronically verified by the consultant within one (1) business day of the physical certification. Subsequent random verifications shall be performed once every two weeks on all vehicles, both electronically and manually by the consultant.

When a debris site monitor signs a vehicle certification or load ticket, he or she is certifying that **ALL** information on the document is completed and the volumes/measurements are correct. The debris site monitor should not sign or accept any partially completed information. Only complete tickets will be paid by the County. Additionally, the debris site monitor shall at a minimum of daily calibrate his or her debris removal vehicle load determinations with the FEMA or FHWA tower monitors. Disposal site monitors are expected to provide volume determination consistent with FEMA or FHWA.

Examples of disposal site monitoring tasks include but are not limited to:

- 1) Monitoring type of waste prior to entering disposal site;
- 2) Ensure type of waste is disposed in proper location;
- 3) Estimate the volume of loads on percentage basis of debris collection vehicles;
- 4) Performing vehicle certifications;
- 5) Ensuring the safety and security of the disposal site;
- 6) Certifying the completeness of all load tickets that enter into the disposal site;
- 7) Ensure only empty vehicles leave the disposal site.

Public Information Assistance

The consultant shall provide regular status updates to the County for public information use.

The consultant shall provide a minimum of two staff members to assist with public telephone inquiries and complaints. These staff members shall log all customer calls and maintain a status log toward the resolution of each call. This public information team shall log all damage complaints concerning the debris removal contractor(s) separately. These damage complaints shall be forwarded to project management team to be resolved with the contractor. A weekly log of such complaints and their resolution shall be provided to the County.

The consultant shall provide the County and the debris contractor with daily updates on the quantities of debris collected. Each daily report shall contain the following:

- Contractor name
- Contract number
- FEMA/FHWA qualification
- Reports and graphs to delineate production rates of crews and their equipment, progress by area and estimations of total quantities remaining, estimated time to completion, and daily cumulative cubic yards of debris removed, processed, and hauled. This reporting is due no later than 10:00 A.M. the following business day or as requested by the County.

The consultant shall provide, weekly, a colored collection status map, electronically prepared. This map shall show areas currently collected as well as areas to be collected for the upcoming week. The map is due to the County by noon (12:00 P.M.) every Monday. Maps shall be provided in various sizes and quantities as determined by the County.

Database Reporting

The consultant shall be responsible for collecting, auditing for completeness and accuracy, tabulating and organizing disposal data into required electronic FEMA/FHWA formats.

A single Microsoft Access database shall be created by the consultant. This database shall include all information on debris removal including but not limited to: load ticket information, vehicle certification information, stump removal information, hanger removal data, and leaner removal information and determination of pass status (i.e. push, first pass, second pass and subsequent passes. This database shall record all information to a County facility or road listed within the Lake County Master Street Addressing Guide. Any electronic reporting from this database must be provided in either Adobe or Microsoft Excel. The database created by the consultant shall be given to the County at the conclusion of the event.

Payment Monitoring

The consultant shall review and validate debris removal contractor(s) invoices prior to submission to the County for processing and separating of FEMA and FHWA requirements.

All invoices from the debris removal contractor(s) shall be directed to the monitoring consultant. Within seven (7) calendar days of receipt, the invoices shall be reviewed by the monitoring consultant to be accepted or rejected. The consultant shall issue in writing to the County and the debris contractor, the acceptance or rejection of the invoices. If the invoice is rejected, the letter shall state a detailed reason for the rejection. Only 100 percent accurate and completed invoices will be forwarded to the County for payment. The County shall provide a report weekly to the consultant. This report shall show all paid invoices with the invoice number and payment date.

Other Related Services

Event Closure

The consultant shall assist the County in preparing final reports necessary for reimbursement by FEMA, FHWA, and other applicable agencies for disaster recovery efforts by County staff and designated debris removal contractors. The consultant shall assist in reviewing and processing requests for payment by the disaster debris removal contractors.

Federal Funding

To ensure that processing of Federal funding is done as quickly as possible, the following information and its accuracy is the responsibility of the consultant: invoices, monitoring information, reports, load tickets, payroll, equipment hours, certification and date of completion of first pass.

Compliance

The consultant shall provide professional oversight to ensure compliance with FDEP regulations, FDOT, FHWA, LCWA, NRCS, FDOH, and FEMA reporting requirements, and any other Federal, State, or Local regulation(s). The consultant shall stay current with FEMA, FDOT, FDEP, LCWA, NRCS, FDOH, and FHWA policies and procedures and notify the County immediately as changes occur.

The vendor shall ensure specific compliance when required by regulation or statute with all Federal or State regulatory requirements, specifically including but not limited to, the Buy America Act, the National Environmental Act (NEPA) of 1969, 49 CFR Part 26 regarding utilization of Disadvantaged Business Enterprises (DBEs), American with Disabilities Act (ADA) of 1990, the Equal Opportunity Act, 23 USC 114 regarding prohibited use of convict labor, and all applicable regulation regarding prohibition of use of contractors which have been suspended or debarred.

Selected consultant shall check work in process to make sure that the proper work authorizations, permits and other prerequisites have been received.

Meetings with County Personnel

Lake County personnel will conduct a kick-off meeting, with the Consultant when the contract is

awarded.

The consultant shall meet with the County representatives and the contractor daily during a disaster. During periods without a disaster, the consultant shall meet with the County at least once a year at no cost. This meeting shall occur prior to the hurricane season.

Reporting to the County's Project Manager –The consultant shall contact Lake County's Project Manager, at a minimum, 24 hours prior to a hurricane event or immediately upon the occurrence of a major disaster event within Lake County in which there is no advance notification/warning. The consultant shall report to the designated County Project Manager within 8 hours of being given Notice to Proceed.

Note: The County shall appoint a Project Manager for each/any event and the Project Manager shall be the lead County representative during each/any event. The County Project Manager will be responsible for the management/process oversight tasks including but are not limited to the similar requirements of the Contractors Project Manager.

Debris Sites – The consultant shall ensure that site field monitors are deployed and operational commensurate with the beginning of debris collection and the establishment of debris sites.

Staffing

The consultant shall include in the response to this RFP a management plan that will outline how the consultant proposes to handle the services, staffing, and equipment necessary to meet the County's requirements as identified in this RFP. The consultant shall submit a list of personnel to be used in this contract, which will include names, addresses, phone numbers, cell numbers, and driver's license numbers. Changes to the list will be pre-approved by the County. The supervising staff must speak English and be able to effectively communicate with the drivers.

The management staff plan shall consist of the minimum following positions:

- Project Manager
- Operations Manager
- GIS Analyst
- Field Supervisors
- Debris Site/Tower Monitors
- Data Entry Clerks (Load Ticket)
- Billing and Invoice Analysts
- Administrative Assistant
- Field Coordinators (Crew Monitors)

The consultant may use other positions as necessary. All such positions and applicable hourly rates shall be listed in the cost proposal form.

The consultant's hourly rate must include all travel related expenses, meal allowances, hotel rooms, and any other relevant out of pocket expenses. The County shall only reimburse at the

County rate the consultant the actual cost for office related expenses. Office related expenses shall be limited to copying and printing. A log detailing both copying and printing activities shall be submitted with each invoice.

In submitting a proposal, the Proposer is representing that each person listed or referenced in the proposal shall be available to perform the services described for the Lake County Board of County Commissioners, barring illness, accident, or other unforeseeable events of a similar nature in which case the Proposer must be able to promptly provide a qualified replacement. In the event the Proposer wishes to substitute personnel, the Proposer shall propose a person with equal or higher qualifications and each replacement person is subject to prior written County approval. In the event the requested substitute person is not satisfactory to the County and the matter cannot be resolved to the satisfaction of the County, the County reserves the right to cancel the contract for cause.

New E-Verify Language Mandated by US Department of Homeland Security and Florida's Executive Order Number 11-02

1. The Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of all persons employed by the Contractor during the term of the Contract to perform employment duties within Florida and all persons, including subcontractors, assigned by the Contractor to perform work pursuant to the Contract with the Department.
2. The LOCAL GOVERNMENT shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of;
 - a. All persons employed by the LOCAL GOVERNMENT during the term of the Contract to perform employment duties within Florida; and
 - b. All persons, including subcontractors, assigned by the LOCAL GOVERNMENT to perform work pursuant to the contract with the Department.

3.1 DEFINITIONS

Addenda: A written change to a solicitation.

Contract: The agreement to perform the services set forth in this document signed by both parties with any addenda and other attachments specifically incorporated.

Contractor: The vendor to whom award has been made.

County: Shall refer to Lake County, Florida.

Modification: A written change to a contract.

Proposal: Shall refer to any offer(s) submitted in response to a Request for Proposal.

Proposer: Shall refer to anyone submitting an offer in response to a Request for Proposal.

Request for Proposal (RFP): Shall mean this solicitation documentation, including any and all addenda. An RFP involves evaluation of proposals, and award may be made on a best value basis with price, technical, and other factors considered.

Solicitation: The written document requesting either bids or proposals from the marketplace.

Vendor: a general reference to any entity responding to this solicitation or performing under any resulting contract.

The County has established for purposes of this Request for Proposal (RFP) that the words “shall”, “must”, or “will” indicate an essential requirement or condition which may not be waived.

3.2 INSTRUCTIONS TO PROPOSERS**A. Proposer Qualification**

It is the policy of the County to encourage full and open competition among all available qualified vendors. All vendors regularly engaged in the type of work specified in the solicitation are encouraged to submit proposals. Vendors may enroll with the County to be included on a mailing list for selected categories of goods and services. To be recommended for award the County requires that vendors provide evidence of compliance with the requirements below upon request:

1. Disclosure of Employment
2. Disclosure of Ownership.
3. Drug-Free Workplace.
4. W-9 and 8109 Forms – The vendor must furnish these forms as required by the Internal Revenue Service.
5. Social Security Number – The vendor must provide a copy of the primary owner's social security card if the social security number is being used in lieu of the Federal Identification Number (F.E.I.N.).
6. Americans with Disabilities Act (A.D.A.)
7. Conflict of Interest
8. Debarment Disclosure Affidavit.
9. Nondiscrimination
10. Family Leave
11. Antitrust Laws – By acceptance of any contract, the vendor agrees to comply with all applicable antitrust laws.

B. Public Entity Crimes

Pursuant to Section 287.133(2)(a) of the Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

C. Request for Additional Information

Any communication or inquiries, except for clarification of process or procedure already contained in the solicitation, are to be made in writing to the attention of the procurement representative identified in the solicitation no later than five (5) working days prior to the proposal due date. Such inquiries or request for information shall be submitted to the procurement representative in writing and shall contain the requester's name, address, and telephone number. The

Procurement Services office may issue an addendum in response to any inquiry received, which changes or clarifies the terms, provisions, or requirements of the solicitation. The proposer should not rely on any representation, statement or explanation whether written or verbal, other than those made in this solicitation document or in any addenda issued. Where there appears to be a conflict between this solicitation and any addenda, the last addendum issued shall prevail. It is the proposer's responsibility to ensure receipt of all addenda and any accompanying documentation. Failure to acknowledge each addendum may prevent the proposal from being considered for award.

D. Contents of Solicitation and Proposers' Responsibilities

It is the responsibility of the proposer to become thoroughly familiar with the requirements, terms, and conditions of this solicitation. Pleas of ignorance of these matters by the proposer of conditions that exist or may exist will not be accepted as a basis for varying the requirements of the County, or the compensation to be paid to the proposer.

E. Restricted Discussions

From the date of issuance of this solicitation until final County action, vendors should not discuss the solicitation or any part thereof with any employee, agent, or any other representative of the County except as expressly authorized by the designated procurement representative. The only communications that shall be considered pertinent to this solicitation are appropriately signed written documents from the vendor to the designated procurement representative and any relevant written document promulgated by the designated procurement representative.

F. Change or Withdrawal of Proposals

1. Changes to Proposal- Prior to the scheduled due date, a proposer may change its proposal by submitting a new proposal specified in the solicitation with a letter on the firm's letterhead, signed by an authorized agent stating that the new submittal replaces the original submittal. The new submittal shall contain the letter and all information as required for submitting the original proposal.

2. Withdrawal of Proposal – A proposal shall be irrevocable unless the proposal is withdrawn as provided herein. A proposal may be withdrawn, either physically or by written notice, at any time prior to the proposal due date. If withdrawn by written notice, that notice must be addressed to, and received by, the designated procurement representative prior to the designated receipt date and time. A proposal may also be withdrawn after expiration of the designated acceptance period, and prior to award, by submitting a letter to the designated procurement representative. The letter must be on company letterhead and signed by an authorized agent of the proposer.

G. Conflicts within the Solicitation

Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, the Technical Specifications, the Pricing Section, or any addendum issued, the order of precedence shall be: the last addendum issued, the Proposal Price Section, the Technical Specifications, the Special Conditions, and then the General Terms and Conditions. It is incumbent upon the vendor to identify such conflicts to the designated procurement representative prior to the proposal due date.

H. Prompt Payment Terms

It is the policy of the County that payment for all purchases by County agencies shall be made in a timely manner and that interest payments will be made on late payments in accordance with Part VII, Chapter 218, Florida Statutes, known as the Florida Prompt Payment Act. The proposer may offer cash discounts for prompt payments; however, such discounts will not be considered in determining the lowest price during proposal evaluation. Proposers are requested to provide prompt payment terms in the space provided on the signature page of the solicitation.

3.3 PREPARATION OF PROPOSALS

- A. The Pricing Section of this solicitation defines requirements of items to be purchased, and must be completed and submitted with the proposal. Use of any other form or alteration of the form may result in rejection of the proposal

- B. The proposal submitted must be legible. Bidders shall use typewriter, computer or ink. All changes must be crossed out and initialed in ink. Failure to comply with these requirements may cause the bid to be rejected.
- C. An authorized agent of the proposer's firm must sign the proposal. **FAILURE TO SIGN THE PROPOSAL MAY BE CAUSE TO REJECT THE PROPOSAL.**
- D. The proposer may submit alternate proposal(s) for the same solicitation provided that such offer is allowable under the terms and conditions. The alternate proposal must meet or exceed the minimum requirements and be submitted as a separate proposal marked "Alternate Proposal".
- E. When there is a discrepancy between the unit prices and any extended prices, the unit prices will prevail.
- F. Any proposal received after the designated receipt date through no fault or error of the County will be considered late, and, except under the most exceptional circumstances, may not be considered for award.

3.4 COLLUSION

Where two (2) or more related parties, as defined herein, each submit a proposal for the same contract, such proposals shall be presumed to be collusive. Related parties shall mean proposer or the principals thereof which have a direct or indirect ownership interest in another proposer for the same contract or in which a parent company or the principals thereof of one proposer have a direct or indirect ownership interest in another proposer for the same contract. Furthermore, any prior understanding, agreement, or connection between two (2) or more corporations, firms, or persons submitting a proposal for the same materials, supplies, services, or equipment shall also be presumed to be collusive. Proposals found to be collusive shall be rejected. Proposers which have been found to have engaged in collusion may be considered non-responsible, and may be suspended or debarred. Any contract resulting from collusive bidding may be terminated for default.

3.5 PROHIBITION AGAINST CONTINGENT FEES

The vendor warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the vendor to solicit or secure the contract and that they have not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the vendor, any consideration contingent upon or resulting from the award or making of the contract.

3.6 CONTRACTING WITH COUNTY EMPLOYEES

Any County employee or member of his or her immediate family seeking to contract with the County shall seek a conflict of interest opinion from the County Attorney prior to submittal of a response to contract with the County. The affected employee shall disclose the employee's assigned function within the County and interest or the interest of his or her immediate family in the proposed contract and the nature of the intended contract.

3.7 INCURRED EXPENSES

This RFP does not commit the County to make an award nor shall the County be responsible for any cost or expense which may be incurred by any proposer in preparing and submitting a proposal, or any cost or expense incurred by any proposer prior to the execution of a purchase order or contract agreement. By submitting a proposal, the proposer also agrees that the County bears no responsibility for any costs associated with the preparation of the proposal and/or any administrative or judicial proceedings resulting from this solicitation process.

3.8 COUNTY IS TAX-EXEMPT

The County is generally exempt from Federal Excise Taxes and all State of Florida sales and use taxes. Do not include any tax on any item or service. The County will sign an exemption certificate if submitted by the contractor. Contractors doing business with the County are not exempt from paying sales tax to their suppliers for

materials to fulfill contractual obligations with the County, nor shall any contractor be authorized to use any of the County's Tax Exemptions in securing such materials.

3.9 PROPRIETARY/CONFIDENTIAL INFORMATION

Proposers are hereby notified that all information submitted as part of, or in support of proposal submittal will be available for public inspection after the proposal due date in compliance with Chapter 119 of the Florida Statutes (the "Public Record Act"). The proposer should not submit any information in response to this RFP which the proposer considers proprietary or confidential. The submission of any information to the County in connection with this solicitation shall be deemed conclusively to be a waiver from release of the submitted information unless such information is exempt or confidential under the Public Records Act.

3.10 CANCELLATION OF SOLICITATION

The County reserves the right to cancel, in whole or in part, any solicitation when doing so reflects the best interest of the County.

3.11 AWARD

- A. The contract resulting from this solicitation may be awarded to the responsible proposer which submits a proposal determined to provide the best value to the County with price, technical, and other applicable factors considered. The County reserves the right to reject any and all proposals, to waive irregularities or technicalities and to re-advertise for all or any part of this solicitation as deemed in its best interest. The County shall be the sole judge of its best interest.
- B. When there are multiple line items in a solicitation, the County reserves the right to award on an individual item basis, any combination of items, total low bid or in whichever manner deemed in the best interest of the County. This provision specifically supersedes any method of award criteria stated in the solicitation when such action is clearly necessary to protect the best interests of the County.
- C. The County reserves the right to reject any and all proposals if it is determined that prices are excessive or determined to be unreasonable, or it is otherwise determined to be in the County's best interest to do so.
- D. Award of this solicitation will only be made to firms that satisfy all necessary legal requirements to do business with the County. The County may conduct a pre-award inspection of the proposer's site or hold a pre-award qualification hearing to determine if the proposer is capable of performing the requirements of this solicitation.
- E. The proposer's performance as a prime contractor or subcontractor on previous County contracts shall be taken into account in evaluating the responsibility of a proposer that submitted a proposal under this solicitation.
- F. Any tie situations will be resolved in consonance with current written procedure in that regard.
- G. Award of the contract resulting from this solicitation may be predicated on compliance with and submittal of all required documents as stipulated in the solicitation.
- H. A vendor wishing to protest any award decision resulting from this solicitation shall do so as set forth in the County's Purchasing Procedure Manual. It is incumbent upon the vendor to be aware of the posting of any associated award recommendation. Any protest received after the contract award date may be rejected.

3.12 GENERAL CONTRACT CONDITIONS

The contract shall be binding upon and shall inure to the benefit of each of the parties and of their respective successors and permitted assigns. The contract may not be amended, released, discharged, rescinded or abandoned, except by a written instrument duly executed by each of the parties hereto. The failure of any party hereto at any time to enforce any of the provisions of the contract will in no way constitute or be construed as a waiver of such provision or of any other provision hereof, nor in any way affect

the validity of, or the right thereafter to enforce, each and every provision of the contract. Any dispute arising during the course of contract performance that is not readily rectified by coordination between the vendor and the County user department shall be referred to Procurement Services office for resolution.

3.13 OTHER AGENCIES

With the consent of the vendor, other agencies may make purchases in accordance with the contract. Such purchases shall be governed by the same terms and conditions as stated herein with the exception of the change in agency name.

3.14 CONTRACT EXTENSION

The County has the unilateral option to extend a contract for up to ninety (90) calendar days beyond the current contract period. In such event, the County will notify the vendor(s) in writing of such extensions. The contract may be extended beyond the initial ninety (90) day extension upon mutual agreement between the County and the vendor(s). Exercise of the above options requires the prior approval of the Director of Procurement Services.

3.15 WARRANTY

All warranties express and implied, shall be made available to the County for goods and services covered by this solicitation. All goods furnished shall be fully guaranteed by the vendor against factory defects and workmanship. At no expense to the County, the vendor shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty period. The special conditions of the solicitation may supersede the manufacturer's standard warranty.

3.16 ESTIMATED QUANTITIES

Estimated quantities or dollars are for vendor's guidance only. No guarantee is expressed or implied as to quantities or dollar value that will be used during the contract period. The County is not obligated to place any order for a given amount subsequent to the award of this solicitation. The County may use estimated quantities in the award evaluation process. Estimated quantities do not contemplate or include possible additional quantities that may be ordered by other entities that may utilize this contract. In no event shall the County be liable for payments in excess of the amount due for quantities of goods or services actually ordered.

3.17 NON-EXCLUSIVITY

It is the intent of the County to enter into an agreement that will satisfy its needs as described within this solicitation. However, the County reserves the right to perform, or cause to be performed, all or any of the work and services herein described in the manner deemed to represent its best interests. In no case will the County be liable for billings in excess of the quantity of goods or services actually provided under this contract.

3.18 CONTINUATION OF WORK

Any work that commences prior to, and will extend, beyond the expiration date of the current contract period shall, unless terminated by mutual written agreement between the County and the vendor, continue until completion without change to the then current prices, terms and conditions.

3.19 LAWS, RULES, REGULATIONS AND LICENSES

The vendor shall comply with all federal, state, and local laws and regulations applicable to provision of the goods and/or services specified in this solicitation. During the term of the contract the vendor assures that it is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992, in that the vendor does not on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discrimination in any form or manner against the end/or employees or applicants for employment. The vendor understands that any contract is conditioned upon the veracity of this statement.

3.20 SUBCONTRACTING

Unless otherwise stipulated herein, the vendor shall not subcontract any portion of the work without the prior written consent of the County. Subcontracting without the prior consent of the County may result in termination of the contract for default.

3.21 ASSIGNMENT

The vendor shall not assign or transfer any contract resulting from this solicitation, including any rights, title or interest therein, or its power to execute such contract to any person, company or corporation without the prior written consent of the County.

3.22 RESPONSIBILITIES AS EMPLOYER

The employee(s) of the vendor shall be considered at all times its employee(s), and not an employee(s) or agent(s) of the County. The contractor shall provide employee(s) capable of performing the work as required. The County may require the contractor to remove any employee it deems unacceptable. All employees of the contractor may be required to wear appropriate identification.

3.23 INDEMNIFICATION

To the extent permitted by law, the vendor shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the agreement by the vendor or its employees, agents, servants, partners, principals or subcontractors. The vendor shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be incurred thereon. The vendor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the vendor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

3.24 MODIFICATION OF CONTRACT

Any contract resulting from this solicitation may be modified by mutual consent of duly authorized parties, in writing through the issuance of a modification to the contract and/or purchase order as appropriate. This presumes the modification itself is in compliance with all applicable County procedures.

3.25 TERMINATION FOR CONVENIENCE

The County, at its sole discretion, reserves the right to terminate this contract upon thirty (30) days written notice. Upon receipt of such notice, the vendor shall not incur any additional costs under this contract. The County shall be liable only for reasonable costs incurred by the vendor prior to notice of termination. The County shall be the sole judge of "reasonable costs."

3.26 TERMINATION DUE TO UNAVAILABILITY OF CONTINUING FUNDING

When funds are not appropriated or otherwise made available to support continuation of performance in a current or subsequent fiscal year, the contract shall be cancelled and the vendor shall be reimbursed for the reasonable value of any non-recurring costs incurred amortized in the price of the supplies or services/tasks delivered under the contract.

3.27 TERMINATION FOR DEFAULT

The County reserves the right to terminate this contract, in part or in whole, or affect other appropriate remedy in the event the vendor fails to perform in accordance with the terms and conditions stated herein. The County further reserves the right to suspend or debar the vendor in accordance with the County ordinances, resolutions and/or administrative orders. The vendor

will be notified by letter of the County's intent to terminate. In the event of termination for default, the County may procure the required goods and/or services from any source and use any method deemed in its best interest. All re-procurement cost shall be borne by the vendor.

3.28 FRAUD AND MISREPRESENTATION

Any individual, corporation or other entity that attempts to meet its contractual obligations with the County through fraud, misrepresentation or material misstatement, may be debarred for up to five (5) years. The County as a further sanction may terminate or cancel any other contracts with such individual, corporation or entity with such vendor held responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

3.29 RIGHT TO AUDIT

The COUNTY reserves the right to require CONTRACTOR to submit to an audit by any auditor of the COUNTY's choosing. CONTRACTOR shall provide access to all of its records which relate directly or indirectly to this Agreement at its place of business during regular business hours. CONTRACTOR shall retain all records pertaining to this Agreement and upon request make them available to the COUNTY for three (3) years following expiration of the Agreement. CONTRACTOR agrees to provide such assistance as may be necessary to facilitate the review or audit by the COUNTY to ensure compliance with applicable accounting and financial standards. Additionally, CONTRACTOR agrees to include the requirements of this provision in all contracts with subcontractors and material suppliers in connection with the work performed hereunder. If an audit inspection or examination pursuant to this section discloses overpricing or overcharges of any nature by the CONTRACTOR to the COUNTY in excess of one percent (1%) of the total contract billings, in addition to making adjustments for the overcharges, the reasonable actual cost of the COUNTY's audit shall be reimbursed to the COUNTY by the CONTRACTOR. Any adjustments and/or payments which must be made as a result of any such audit or inspection of the CONTRACTOR's invoices and/or records shall be made within a reasonable amount of time, but in no event shall the time exceed ninety (90) days, from presentation of the COUNTY's audit findings to the CONTRACTOR.

3.30 PUBLIC RECORDS

All electronic files, audio and/or video recordings, and all papers pertaining to any activity performed by the vendor for or on behalf of the County shall be the property of the County and will be turned over to the County upon request. In accordance with Chapter 119, Florida Statutes, each file and all papers pertaining to any activities performed for or on behalf of the County are public records available for inspection by any person even if the file or paper resides in the vendor's office or facility. The vendor shall maintain the files and papers for not less than three (3) complete calendar years after the project has been completed or terminated, or in accordance with any grant requirements, whichever is longer. Prior to the close out of the Contract, the vendor shall appoint a records custodian to handle any records request and provide the custodian's name and telephone number(s) to the County.

3.31 GOVERNING LAWS

The interpretation, effect, and validity of any contract(s) resulting from this solicitation shall be governed by the laws and regulations of the State of Florida, and Lake County, Florida. Venue of any court action shall be in Lake County, Florida. In the event that a suit is brought for the enforcement of any term of the contract, or any right arising there from, the parties expressly waive their respective rights to have such action tried by jury trial and hereby consent to the use of non-jury trial for the adjudication of such suit.

3.32 STATE REGISTRATION REQUIREMENTS

Any corporation submitting a bid in response to this RFP shall

either be registered or have applied for registration with the Florida Department of State in accordance with the provisions of Chapter 607, Florida Statutes. A copy of the registration/ application may be required prior to award of a contract. Any partnership submitting a bid in response to this RFP shall have complied with the applicable provisions of Chapter 620, Florida Statutes. For additional information on these requirements, please contact the Florida Secretary of State's Office, Division of Corporations, 800.755.5111 (<http://www.dos.state.fl.us>).

3.33 PRIME CONTRACTOR

The vendor awarded the contract shall act as the prime contractor and shall assume full responsibility for the successful performance under the contract. The vendor shall be considered the sole point of contact with regard to meeting all requirements of the contract. All subcontractors will be subject to advance review by the County in regards to competency and security concerns. After the award of the contract no change in subcontractors will be made without the consent of the County. The vendor shall be responsible for all insurance, permits, licenses, and related matters for any and all subcontractors. Even if the subcontractor is self-insured, the County may require the contractor to provide any insurance certificates required by the work to be performed.

3.34 FORCE MAJEURE

The parties will exercise every reasonable effort to meet their respective obligations hereunder, but shall not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with revisions to Government law or regulation, acts of nature, acts or omissions of the other party, fires, strikes, national disasters, wars, riots, transportation problems and/or any other cause whatsoever beyond the reasonable control of the parties. Any such cause may be cause for appropriate extension of the performance period.

3.35 NO CLAIM FOR DAMAGES

No claim for damages or any claim other than for an extension of time shall be made or asserted against the County because of any delays. No interruption, interference, inefficiency, suspension, or delay in the commencement or progress of the Work shall relieve the vendor of duty to perform, or give rise to any right to damages or additional compensation from the County. The vendor's sole remedy shall be the right to seek an extension to the contract time. However, this provision shall not preclude recovery of damages by the vendor for hindrances or delays due solely to fraud, bad faith, or active interference on the part of the County.

3.36 TRUTH IN NEGOTIATION CERTIFICATE

For all lump-sum or cost-plus fixed fee agreements exceeding \$150,000, the awarded firm may be required to execute a truth in negotiation certificate stating that the wage rates and other factual unit costs are accurate, complete and current, at the time of contracting.

3.37 GRANT FUNDING

In the event any part of the contract is to be funded by federal, state, or other local agency monies, the vendor hereby agrees to comply with all requirements of the funding entity applicable to the use of the monies, including full application of requirements involving the use of minority firms, women's business enterprises, and labor surplus area firms. Vendors are advised that payments under the contract may be withheld pending completion and submission of all required forms and documents required of the vendor pursuant to the grant funding requirements. A copy of the requirements shall be supplied to the vendor by the County upon request.

RFP TITLE: Disaster Debris Removal Management & Monitoring Services**NOTES:**

- Lake County is exempt from all taxes (Federal, State, Local). Pricing should be less all taxes. A Tax Exemption Certificate will be furnished upon request.
- The vendor shall not alter or amend any of the information (including, but not limited to stated units of measure, item description, or quantity) stated in the Pricing Section. If any quantities are stated in the pricing section as being “estimated” quantities, vendors are advised to review the “Estimated Quantities” clause contained in Section 3 of this solicitation.
- Each price offered in your RFP shall be a firm-fixed price, exclusive of any tax. Any bid containing a modifying or “escalator” clause not specifically allowed for under the solicitation will not be considered.
- All pricing shall be FOB Destination unless otherwise specified in this solicitation document.
- All pricing submitted shall remain valid for a 90 day period. By signing and submitting a response to this solicitation, the vendor has specifically agreed to this condition.
- **Vendors are advised to visit our website at <http://www.lakecountyfl.gov> and register as a potential vendor. Vendors that have registered on-line receive an e-mail notice when the County issues a solicitation matching the commodity codes selected by a vendor during the registration process.**

ACKNOWLEDGEMENT OF ADDENDA**INSTRUCTIONS:** Complete Part I or Part II, whichever applies**Part I:**

The bidder must list below the dates of issue for each addendum received in connection with this RFP:

Addendum #1, Dated: _____

Addendum #2, Dated: _____

Addendum #3, Dated: _____

Addendum #4, Dated: _____

Part II:☐ No Addendum was received in connection with this RFP.

FEE SCHEDULE**Schedule of Hourly Billing Rates for Monitoring Services**

Project Manager	\$_____
Operations Manager	\$_____
GIS Analyst	\$_____
Field Supervisors	\$_____
Debris Site/Tower Monitors	\$_____
Data Entry Clerk (Load Ticket)	\$_____
Billing and Invoice Analysis	\$_____
Administrative Assistant	\$_____
Field Coordinators	\$_____
Other Classifications (Specify)	
_____	\$_____
_____	\$_____
_____	\$_____
_____	\$_____
_____	\$_____
_____	\$_____
_____	\$_____
_____	\$_____
_____	\$_____
_____	\$_____

Other Expenses:

<u>Item</u>	<u>Cost</u>
_____	\$ _____
_____	\$ _____
_____	\$ _____

A detailed statement of expenses must accompany any request for reimbursement. Expenses other than meals and automobile travel must be documented by copies of paid receipts or other evidence of payment.

Travel Reimbursements

Any request for travel that is not included within the task assignment and that will require reimbursement by the County shall be pre-approved in writing by the user department. The task assignment agreement shall be modified to reflect any approved change.

Any transportation and travel expenses incurred during the term of the contract shall be reimbursed by the County in accordance with Section 112.061, Florida Statutes.

Air Travel shall be by tourist or economy class.

Rental cars shall be standard or smaller sized cars.

Lodging shall be obtained from the most economical priced establishments. Commercial rates or Lake County governmental rates shall be obtained where and when available.

Meals shall be reimbursed as per Section 112.061 (6) (b), Florida Statutes or any Lake County Travel Policy which may supersede statutory allowances.

Mileage shall be reimbursed in accordance with Section 112.061 (7) (d) (1). Whenever possible the Florida Department of Transportation mileage map charts shall be used to compute mileage.

By Signing this Proposal the Proposer Attests and Certifies that:

- It satisfies all legal requirements (as an entity) to do business with the County.
- The undersigned vendor acknowledges that award of a contract may be contingent upon a determination by the County that the vendor has the capacity and capability to successfully perform the contract.
- The proposer hereby certifies that it understands all requirements of this solicitation, and that the undersigned individual is duly authorized to execute this proposal document and any contract(s) and/or other transactions required by award of this solicitation.

Certification Regarding Acceptance of County Electronic Payable Process

Vendor will accept payment using the County's VISA-based electronic payment system: ☐ Yes ☐ No

Purchasing Agreements with Other Government Agencies

This section is optional and will not affect contract award. If Lake County awarded you the proposed contract, would you sell under the same terms and conditions, for the same price, to other governmental agencies in the State of Florida? Each governmental agency desiring to accept to utilize this contract shall be responsible for its own purchases and shall be liable only for materials or services ordered and received by it. ☐ Yes ☐ No (Check one)

Certification Regarding Felony Conviction

Has any officer, director, or an executive performing equivalent duties, of the bidding entity been convicted of a felony during the past ten (10) years? ☐ Yes ☐ No (Check one)

Conflict of Interest Disclosure Certification

Except as listed below, no employee, officer, or agent of the firm has any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and, this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud.

DUNS Number (Insert if this action involves a federal funded project): _____

General Vendor Information and Proposal Signature:

Firm Name: _____
 Street Address: _____
 Mailing Address (if different): _____
 Telephone No.: _____ Fax No.: _____ E-mail: _____
 FEIN No. _____ - _____ Prompt Payment Terms: _____ % _____ days, net _____
 Signature: _____ Date: _____
 Print Name: _____ Title: _____

Award of Contract by the County: (Official Use Only)

By signature below, the County confirms award to the above-identified vendor under the above identified solicitation. A separate purchase order will be generated by the County to support the contract.

Vendor awarded as:

- ☐ Sole vendor ☐ Pre-qualified pool vendor based on price
☐ Pre-qualified pool vendor (spot bid) ☐ Primary vendor for items: _____
☐ Secondary vendor for items: _____ ☐ Other status: _____

Signature of authorized County official: _____ Date: _____

Printed name: _____ Title: _____

Purchase Order Number assigned to this contract for billing purposes: _____

THE FOLLOWING DOCUMENTS ARE ATTACHED

Attachment 1: Firm Profile Form

Attachment 2: Team Composition Form

Attachment 3: Similar Projects/Reference Form

Attachment 4: Website addresses for Federal and State Guidelines

Attachment 5: Required Federal Provisions for Emergency Relief Program Debris
Monitoring Agreements

FIRM PROFILE FORM

1. Firm (or joint venture) Name & Address: 	1e. Licensed to do business in the State of Florida? _____ Yes _____ No
	1f. Name, Title & Telephone Number of Principal to Contact
	1g. Address of office to perform work, if different from Item 1.
1a. FEIN # _____	
1b. Year Firm was established _____ 1c. Are you a "Not for Profit" 501(c) (3) organization? Yes _____ No _____ If you answered yes, please provide proof. 1d. Firm is a Certified Minority Business Enterprise Yes _____ No _____	
2. Please list number of people by discipline that your firm/joint venture will commit to the County's project. 	
3. If submittal is by joint venture, list participating firms and outline specific areas of responsibility (including administrative, technical, and financial) for each firm: 3a. Has this joint venture previously worked together? Yes _____ No _____	

TEAM COMPOSTION

Brief resumes of prime consultant(s) and other key persons who shall be assigned to the project. Utilize one sheet per person. (Brief resumes and additional information may be attached.)

Name:
Title:
Project assignment:
Name of firm with which associated:
Years of experience: With this firm _____ With other firms _____
Education: Certifications/Degree(s)/year/school/specialization:
Other experience and qualifications relevant to the proposed project:

SIMILAR PROJECTS FORM

Work by firm or individual which best illustrates current qualifications relevant to the County's project that has been/is being accomplished by personnel that shall be assigned to the County's project. List no more than ten (10) projects. (This form may be reproduced.)

<u>Project Name, Entity Name, Address & Location</u>	<u>Contact Person:</u>
Project Manager (from your firm):	<u>Title:</u>
Completion Date (Actual or Estimated) _____	<u>Telephone Number:</u>
Estimated Project Cost: \$_____	
Work for which you firm was/is responsible: \$_____	
<u>Scope of Entire Project:</u> List the tasks accomplished (Attach samples of deliverables, outlines or descriptions of items).	
<u>Firm's personnel (name/project assignment) that worked on the stated project that shall be assigned to the County's project.</u>	

WEBSITES

FEMA Debris Management Guide:

- <http://www.fema.gov/government/grant/pa/demagde.shtm>

FHWA Guidelines:

- <http://www.fhwa.dot.gov/>

FDOT Guidelines:

- <http://www.dot.state.fl.us/statemaintenanceoffices/scopes.shtm>

FDOT Davis Bacon Wage Rate Tables:

- <http://www.dot.state.fl.us/construction/wage.shtm>

FDEP Guidelines:

- <http://www.dep.state.fl.us/>

Florida Department of Health

- <http://www.doh.state.fl.us/>

Natural Resources Conservation Services

- <http://www.nrcs.usda.gov/>

Lake County Water Authority

- <http://www.lcwa.org/>

**REQUIRED FEDERAL PROVISIONS FOR
EMERGENCY RELIEF PROGRAM
DEBRIS MONITORING AGREEMENTS**

1.0 Limits on Federal Participation: Federal-aid funds shall not participate in any cost which is not incurred in conformity with applicable Federal and State laws, the regulations in 23 Code of Federal Regulations (C.F.R.) and 49 C.F.R., and policies and procedures prescribed by the Division Administrator of FHWA. If FHWA or the Department of Transportation determines that any amount claimed is not eligible, federal participation may be approved in the amount determined to be adequately supported and the Agency shall notify the Contractor in writing citing the reasons why items and amounts are not eligible for federal participation. Where correctable non-compliance with provisions of law or FHWA requirements exists, funds may be withheld until compliance is obtained. Where non-compliance is not correctable, the Agency may deny participation in parcel or project costs in part or in total.

2.0 Records:

2.1 Establishment of Maintenance of Accounting Records: Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Agency at all time during the period of this Agreement and for five (5) years after the Department of Transportation has closed out an Emergency Event with the Florida Division of Emergency Management. Records of costs incurred include the Contractor's general accounting records and the project records, together with supporting documents and records, of all subcontractors performing work on the project, and all other records of the contractor and subcontractors considered necessary by the Department of Transportation for a proper audit of costs.

2.2 Documentation of Project Costs: All costs charged to the project shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers, and any other documentation evidencing in proper detail the nature and propriety of the charges.

2.3 Inspection: The Contractor, the Agency and Department authorized representatives shall permit authorized agents of FHWA to inspect all work, workmanship, materials, payrolls, and records and to audit the books, records, and accounts pertaining to the financing and development of the project. The Agency reserves the right to unilaterally cancel this Agreement for refusal by the contractor, sub-contractor or materials vendor to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received in conjunction with this Agreement (Section 287.058(1) (c), Florida Statutes).

3.0 Disadvantaged Business Enterprise (DBE) Policy and Obligation: It is the policy of the Agency that DBE's, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Emergency Relief Program funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement.

The Contractor agrees to ensure that DBE's have the opportunity to participate in the performance of this Agreement. In this regard, all Contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBE's have the opportunity to compete for and perform contracts. The Contractor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement. Furthermore, the Contractor agrees that each contract signed with a recipient subcontractor must include the following assurance: "Subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Subcontractor shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of DOT-assisted contracts. Failure by the Subcontractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Agency deems appropriate."

4.0 Restrictions, Prohibitions, Controls, and Labor Provisions:

4.1 Equal Employment Opportunity: In connection with the carrying out of the project, the Contractor shall not discriminate against any employee or applicant for employment because of race, age, religion, color, sex, national origin, disability or marital status. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, age, religion, color, gender, national origin, disability or marital status. Such action shall include, but not be limited to, the following: employment upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

4.2 Title VI - Civil Rights Act of 1964: The Contractor will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964, the regulations of the U.S. Department of Transportation issued thereunder, and the assurance by the Contractor pursuant thereto. The Contractor shall include provisions in all contracts with third parties that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Part 21, and related statutes and regulations.

4.3 Americans with Disabilities Act of 1990 (ADA): The Contractor will comply with all the requirements as imposed by the ADA, the regulations of the Federal government issued thereunder.

4.4 Restrictions on Lobbying: The Contractor agrees that no federally-appropriated funds have been paid, or will be paid by or on behalf of the Contractor, to any person for influencing or attempting to influence any officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or any employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan, or cooperative agreement.

If any funds other than federally-appropriated funds have been paid by the Contractor to any person for influencing or attempting to influence an officer or employee of any federal agency, a

Member of Congress, an officer or employee of Congress or any employee of a Member of Congress in connection with this Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The Contractor shall require that the language of this paragraph be included in the award documents for all subawards at all tiers (including subcontractors, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.